



IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

SEP 23 2016

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA: TULSA COUNTY

CHERYL PATRICK,

Plaintiff,

v.

FARMERS INSURANCE GROUP and
FARMERS INSURANCE COMPANY, INC.,
d/b/a Farmers Insurance

Defendant.

Case No.:

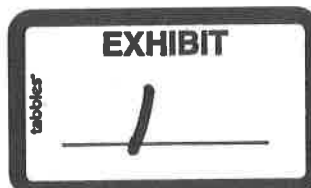
CJ-2016-03444

JEFFERSON D. SELLERS

PETITION FOR DAMAGES

The Plaintiff, CHERLY PATRICK, by and through her undersigned counsel,
Scott Allen, of the law firm of E. Terrill Corley & Associates, alleges and states:

1. The Plaintiff is a resident of Tulsa County, Oklahoma.
2. The Defendants, FARMERS INSURANCE GROUP and FARMERS INSURANCE COMPANY, INC., d/b/a Farmers Insurance, are insurance companies licensed by the State of Oklahoma and doing business in Tulsa County, Oklahoma.
3. On September 24, 2014, the Plaintiff suffered bodily injuries in an automobile accident for which she was not at fault. The accident occurred in Tulsa County, Oklahoma.
4. At the time of the automobile accident, the Plaintiff had an auto insurance policy with the Defendants which provided that the Defendants would pay to the Plaintiff a sum up to \$10,000.00 for medical bills she incurred due to an auto accident under a medical payments provision of the insurance policy.



2016 SEP 23 PM 10:11

5. The Defendants, to date, have refused to honor their insurance contract with the Plaintiff by refusing to pay her for medical bills that arose from her care from the auto accident of September 24, 2014, and are in breach of the insurance contract.
6. The Defendants had a duty to honor its contract with the Plaintiff and to deal with her fairly and in good faith but, instead, have intentionally breached the contract and breached their duty of good faith and fair dealing by refusing to pay the Plaintiff what it owed to her and by intentionally attempting to thwart her insurance claim by doing such things as requiring her doctor to attempt to assign a percentage of the Plaintiff's medical care and medical bills to "preexisting" health issues.
7. The Plaintiff has suffered, and continues to suffer, mental anguish due to the actions and choices of the Defendants in refusing to deal with her fairly and in good faith.
8. The damages sustained by the Plaintiff are in excess of \$75,000.00.
9. The intentional and deliberate choices of the Defendants to breach the contract with the Plaintiff and to not deal with the Plaintiff fairly and in good faith warrant punitive damages.

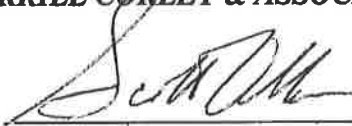
Wherefore, the Plaintiffs pray the Court grant her judgment against the Defendants for an amount in excess of \$75,000.00, pre-suit and post-suit interest on the judgment at the statutory rate, punitive damages, the costs of this action, attorneys' fees and such other relief the Court deems appropriate.

Jury Trial Demanded
Attorney Lien Claimed

Respectfully submitted,

E. TERRILL CORLEY & ASSOCIATES

By:

A handwritten signature in dark ink, appearing to read "Scott Allen", written over a horizontal line.

Scott Allen, OBA #13588

E. TERRILL CORLEY & ASSOCIATES

1809 E. 15th St.

Tulsa, Oklahoma 74104-4610

Ph: (918) 744-6641

Fx: (918) 747-4921

ATTORNEY FOR THE PLAINTIFF